

General Terms & Conditions of Business for the purchase of Unique Cruise tickets from the Lake Zurich Navigation Company (ZSG)

1. Scope of application

When purchasing tickets for cruises and entertainment programmes (for example, music, theatre, etc.) – but excluding gastronomy services (see also paragraph 2 hereunder) – these General Terms & Conditions of Business (GTCB) apply in their newest updated version at the time of ticket purchase. In purchasing a Unique Cruise ticket, clients acknowledge and confirm their full acceptance of these General Terms & Conditions of Business. When purchasing a so-called combi-ticket for a cruise which includes gastronomy services (food and drinks), such services are covered by the GTCB of our catering partner.

2. Conclusion of contract

2.1 Ticket purchase at counter

The terms and conditions covering the acquisition of Unique Cruise tickets enter into force with the acceptance by the client of the ZSG cruise offer as and when the tickets exchange hands against payment (by means of credit card, debit card, cash etc.).

2.2 Purchase by invoice with postal delivery

Terms and conditions covering the acquisition of Unique Cruise tickets come into force with acceptance by the client of the cruise offer as and when the ZSG communicates confirmation to the e-mail address supplied by the client. If purchasing by invoice, the client will (after acceptance of the ZSG cruise offer) be sent the ordered tickets – together with invoice – to the postal address provided to the ZSG.

The delivery of tickets by post is restricted solely to addresses within Switzerland and in general follows within three working days of order confirmation by the ZSG. Tickets will not be delivered by post for events taking place within fewer than 10 working days following the purchase by the client. For Unique Cruises taking place on New Year's Eve, the order by the client must be made at least 20 working days in advance. For postal delivery to the address provided by the client, the client bears the risk. A standard delivery and administrative fee of CHF 10 is charged per order.

Invoices are due for payment within 10 days of the invoice date. In the event of late payment, the ZSG reserves the right to demand arrears interest of 5% as well as a standard reminder fee CHF 10. These shall not affect the right of the ZSG to demand higher damages, in particular with regard to enforcement of any such claim(s). Additionally, the ZSG reserves the right to refuse the holder of unpaid tickets admission to the event in question and also to deny boarding rights. Further, the ZSG reserves the right to refuse or cancel any future ticket orders from the same client.

2.3 Ticket falsification

Any duplication, alteration or other falsification of tickets is expressly prohibited. The purchaser will be held liable by the ZSG for any loss or damages resulting from the unauthorized use of duplicated, altered, or otherwise falsified tickets.

2.4 ZSG vouchers

ZSG vouchers are valid for payment only at the time of ticket purchase. Retroactive voucher redemption is not possible.

3. Prices

The prices of tickets for events (Unique Cruises) are detailed on the Lake Zurich Navigation Company website (www.zsg.ch). The prices are published in Swiss Francs (CHF) and include the Value Added Tax legally prescribed by law. The prices do not include ticket delivery and processing costs. The ZSG reserves the right to amend its published ticket prices at any time. For clients, the valid ticket price is the price at the time of purchase and as stated on the Unique Cruise ticket.

The client may offset counterclaims against claims of the ZSG arising from the sale of tickets only if the counterclaims of the clients have been legally determined or acknowledged in writing by the ZSG.

4. Admission to event

At the entrance to an event, Unique Cruise tickets are registered by means of a bar-code scanner. It is not possible to make use of the same ticket more than once. The ticket therefore entitles admission for only one and the same person. The ZSG reserves the right to refuse admission to an event, if a ticket has already been used for admission. If, for this reason, the holder of a PDF ticket is refused admission, he or she will not be entitled to a refund of the purchase price.

5. Ticket validity

Each Unique Cruise ticket entitles the holder to visit and participate in the event and on the date printed on the ticket. The validity of the ticket cannot be extended beyond the printed date.

6. Minimum number of participants

Depending on the event and the ship's operation, the ZSG may set different minimum numbers of participants for the execution of the event. If the minimum number for an event is not reached, a trip can be cancelled or postponed by ZSG at any time. In such cases, section 7 of these GTC shall apply without restriction and a refund or the issuance of replacement tickets (only applicable to the same event in the same calendar year) may be requested.

7. Ticket exchange and return / refund

The exchange or return of ordered tickets by the clientele is excluded. This excludes the cancellation of an event by ZSG. In the event of cancellation of an event by ZSG, a refund of the purchase price or the issue of a replacement ticket for an event on another date (only applicable to the same event in the same calendar year) may be requested. If the refund of the purchase price is requested, ZSG will credit the corresponding amount. For this purpose, ZSG must be informed to which bank or postal account the credit should be made. If tickets were paid for with a voucher, the amount debited will be credited back to the voucher. The ZSG will credit the amount within four weeks of receipt of all information required for this purpose. The claim for reimbursement is non-transferable and is due exclusively to the person responsible for the ticket costs.

8. Client obligations when attending events

In acquiring tickets, clients acknowledge the admission, security and other requirements of the ZSG concerning the event in question. Clients further acknowledge that any violation of or non-compliance with these requirements can result in their exclusion from the event with no claim to compensation.

9. Disclaimer of liability

The ZSG can accept no liability for any damages which may be suffered by clients in connection with services provided by third parties. Any such claims for damages are to be addressed to the third parties concerned.

10. Loss or damages

Clients are responsible for the safekeeping of their tickets up to and during the event. They acknowledge the risks and hazards involved in the event of loss or damages. Replacement of lost or damaged tickets is excluded.

11. Data protection

The customer agrees that ZSG is permitted to use the personal data provided by the customer. The data protection policy forms the basis for the corresponding use of personal data and is an integral part of these GTCs.

12. Amendments to the GTCB

The ZSG reserves the right to amend these General Terms & Conditions of Business at any time. Clients will be informed of any such amendments in an appropriate manner, notably by means of publication on the ZSG website. When purchasing Unique Cruise tickets, the most up-to-date version of the GTCB on the website applies.

13. Severability clause

Should one or more of the provisions of these GTCB be deemed invalid or not enforceable either partially or in their entirety, the effectiveness and enforcement of other provisions – as well as the purchase of Unique Cruise tickets – will not be affected in any way. In this event, the parties will replace the ineffective or unenforceable provisions with effective and enforceable provisions, which are deemed closest to the intended economic purpose of the replaced provisions. The same applies in the event that these GTCB are found to contain a regulatory loophole.

14. Applicable law and place of jurisdiction

These General Terms & Conditions of Business are subject to Swiss law. In the event of any dispute arising between clients and the ZSG, legal competence shall lie exclusively with courts in Zurich (site of the ZSG). The ZSG reserves the right to take legal action against individuals (natural persons) at their place of residence or companies (legal entities) at their place of domicile.

Only the German-language version of these General Terms & Conditions of Business is legally binding.